

125-A
RECORDATION NO. 7156-410 filed & recorded

JAN 31 1975 -8 15 PM

INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT dated as of
November 1, 1974, among CFSC Leasing Cor-
poration (hereinafter called the Vendee)
and North American Car Corporation (herein-
after called the Builder or the Lessee).

WHEREAS the Vendee and the Builder have entered
into a Conditional Sale Agreement dated as of March 1, 1974
(hereinafter called the Conditional Sale Agreement);

WHEREAS the Builder and First Security Bank of
Utah, National Association, as agent (hereinafter called
the Assignee) have entered into an Agreement and Assignment
dated as of March 1, 1974 (hereinafter called the Assign-
ment);

WHEREAS the Conditional Sale Agreement and the
Assignment were filed and recorded with the Interstate
Commerce Commission pursuant to Section 20c of the Interstate
Commerce Act;

WHEREAS the Vendee and the Lessee have entered
into a Lease of Railroad Equipment dated as of March 1,
1974 (hereinafter called the Lease);

WHEREAS the Vendee and the Assignee have entered
into an Assignment of Lease and Agreement dated as of
March 1, 1974 (hereinafter called the Lease Assignment);

WHEREAS the Lease and the Lease Assignment were

filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act; and

WHEREAS the Assignee has given its written consent to this Amendment as evidenced by its consent attached hereto;

WHEREAS the parties hereto now desire to amend the Lease as follows:

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. The Lease is hereby amended by deleting in § 19 thereof the date "November 15, 1974" appearing therein and by substituting therefor the date "February 15, 1975."

2. The Lessee will promptly cause this Amendment Agreement to be filed and recorded in accordance with the provisions of § 16 of the Lease.

3. Except as amended hereby, the Lease shall remain unaltered and in full force and effect.

4. This Amendment Agreement may be executed in any number of counterparts, and such counterparts together shall constitute a single instrument. It shall not be

necessary that any counterpart be signed by all the parties if each party shall sign at least one counterpart.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized, and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

CFSC LEASING CORPORATION,

by W. A. Thiel
President

[Corporate Seal]

Attest:

Elizabeth
Secretary

NORTH AMERICAN CAR CORPORATION,

by _____
Vice President

[Corporate Seal]

Attest:


Assistant Secretary

STATE OF CONNECTICUT,)

COUNTY OF FAIRFIELD,)

ss.: *Bridgeport*

On this *13th* day of November 1974, before me personally appeared *W.A. Thiel*, to be personally known, who being by me duly sworn, says that he is President of CFSC LEASING CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

[Notarial Seal]

My Commission expires

4/1/78

STATE OF ILLINOIS,)
COUNTY OF COOK,) ss.:
)

On this day of November 1974, before me
personally appeared , to me
personally known, who being by me duly sworn, says that he
is of NORTH AMERICAN CAR CORPORATION,
that one of the seals affixed to the foregoing instrument is
the corporate seal of said corporation, that said instrument
was signed and sealed on behalf of said corporation by
authority of its Board of Directors, and he acknowledged
that the execution of the foregoing instrument was the
free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

WRITTEN CONSENT

First Security Bank of Utah, as Agent under a Finance Agreement dated as of March 1, 1974, with North American Car Corporation (hereinafter called the Lessee), Crocker National Bank and the parties named in Schedule A thereto (hereinafter called the Finance Agreement), and as Assignee under an Agreement and Assignment dated as of March 1, 1974, with the Lessee and under an Assignment of Lease and Agreement dated as of March 1, 1974, with CFSC Leasing Corporation (hereinafter called the Lessor), hereby gives its written consent to the Amendment Agreement dated as of November 1, 1974, between the Lessee and the Lessor, with respect to the Lease of Railroad Equipment dated as of March 1, 1974, between the Lessee and the Lessor, in the form to which this consent is attached.

FIRST SECURITY BANK OF UTAH,
as Agent,

by _____

Title: _____

Date: _____

(Corporate Seal)

Attest:

Title:

AMENDMENT AGREEMENT dated as of
November 1, 1974, among CFSC Leasing Corporation (hereinafter called the Vendee) and North American Car Corporation (hereinafter called the Builder or the Lessee).

WHEREAS the Vendee and the Builder have entered into a Conditional Sale Agreement dated as of March 1, 1974 (hereinafter called the Conditional Sale Agreement);

WHEREAS the Builder and First Security Bank of Utah, National Association, as agent (hereinafter called the Assignee) have entered into an Agreement and Assignment dated as of March 1, 1974 (hereinafter called the Assignment);

WHEREAS the Conditional Sale Agreement and the Assignment were filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act;

WHEREAS the Vendee and the Lessee have entered into a Lease of Railroad Equipment dated as of March 1, 1974 (hereinafter called the Lease);

WHEREAS the Vendee and the Assignee have entered into an Assignment of Lease and Agreement dated as of March 1, 1974 (hereinafter called the Lease Assignment);

WHEREAS the Lease and the Lease Assignment were

filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act; and

WHEREAS the Assignee has given its written consent to this Amendment as evidenced by its consent attached hereto;

WHEREAS the parties hereto now desire to amend the Lease as follows:

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. The Lease is hereby amended by deleting in § 19 thereof the date "November 15, 1974" appearing therein and by substituting therefor the date "February 15, 1975."

2. The Lessee will promptly cause this Amendment Agreement to be filed and recorded in accordance with the provisions of § 16 of the Lease.

3. Except as amended hereby, the Lease shall remain unaltered and in full force and effect.

4. This Amendment Agreement may be executed in any number of counterparts, and such counterparts together shall constitute a single instrument. It shall not be

necessary that any counterpart be signed by all the parties if each party shall sign at least one counterpart.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized, and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

CFSC LEASING CORPORATION,

by

President


[Corporate Seal]

Attest:

Secretary

NORTH AMERICAN CAR CORPORATION,

by



Vice President

[Corporate Seal]

Attest:



Assistant Secretary

STATE OF CONNECTICUT,)
) SS.:
COUNTY OF FAIRFIELD,)

On this day of November 1974, before me
personally appeared , to be personally
known, who being by me duly sworn, says that he is President
of CFSC LEASING CORPORATION, that one of the seals affixed
to the foregoing instrument is the corporate seal of said
corporation, that said instrument was signed and sealed on
behalf of said corporation by authority of its Board of
Directors, and he acknowledged that the execution of the
foregoing instrument was the free act and deed of said
corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this 14th day of November 1974, before me personally appeared John E. Flynn, to me personally known, who being by me duly sworn, says that he is **VICE PRESIDENT** of NORTH AMERICAN CAR CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Marie M. Hehrandt
Notary Public

[Notarial Seal]

My Commission expires

5 6 78

WRITTEN CONSENT

First Security Bank of Utah, as Agent under a Finance Agreement dated as of March 1, 1974, with North American Car Corporation (hereinafter called the Lessee), Crocker National Bank and the parties named in Schedule A thereto (hereinafter called the Finance Agreement), and as Assignee under an Agreement and Assignment dated as of March 1, 1974, with the Lessee and under an Assignment of Lease and Agreement dated as of March 1, 1974, with CFSC Leasing Corporation (hereinafter called the Lessor), hereby gives its written consent to the Amendment Agreement dated as of November 1, 1974, between the Lessee and the Lessor, with respect to the Lease of Railroad Equipment dated as of March 1, 1974, between the Lessee and the Lessor, in the form to which this consent is attached.

FIRST SECURITY BANK OF UTAH,
as Agent,

by _____

Title: _____

Date: _____

(Corporate Seal)

Attest:

Title:

AMENDMENT AGREEMENT dated as of
November 1, 1974, among CFSC Leasing Corporation (hereinafter called the Vendee) and North American Car Corporation (hereinafter called the Builder or the Lessee).

WHEREAS the Vendee and the Builder have entered into a Conditional Sale Agreement dated as of March 1, 1974 (hereinafter called the Conditional Sale Agreement);

WHEREAS the Builder and First Security Bank of Utah, National Association, as agent (hereinafter called the Assignee) have entered into an Agreement and Assignment dated as of March 1, 1974 (hereinafter called the Assignment);

WHEREAS the Conditional Sale Agreement and the Assignment were filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act;

WHEREAS the Vendee and the Lessee have entered into a Lease of Railroad Equipment dated as of March 1, 1974 (hereinafter called the Lease);

WHEREAS the Vendee and the Assignee have entered into an Assignment of Lease and Agreement dated as of March 1, 1974 (hereinafter called the Lease Assignment);

WHEREAS the Lease and the Lease Assignment were

filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act; and

WHEREAS the Assignee has given its written consent to this Amendment as evidenced by its consent attached hereto;

WHEREAS the parties hereto now desire to amend the Lease as follows:

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. The Lease is hereby amended by deleting in § 19 thereof the date "November 15, 1974" appearing therein and by substituting therefor the date "February 15, 1975."

2. The Lessee will promptly cause this Amendment Agreement to be filed and recorded in accordance with the provisions of § 16 of the Lease.

3. Except as amended hereby, the Lease shall remain unaltered and in full force and effect.

4. This Amendment Agreement may be executed in any number of counterparts, and such counterparts together shall constitute a single instrument. It shall not be

necessary that any counterpart be signed by all the parties if each party shall sign at least one counterpart.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized, and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

CFSC LEASING CORPORATION,

by

President

[Corporate Seal]

Attest:

Secretary

NORTH AMERICAN CAR CORPORATION,

by

Vice President

[Corporate Seal]

Attest:

Assistant Secretary

STATE OF CONNECTICUT,)
) ss.:
COUNTY OF FAIRFIELD,)

On this day of November 1974, before me
personally appeared , to be personally
known, who being by me duly sworn, says that he is President
of CFSC LEASING CORPORATION, that one of the seals affixed
to the foregoing instrument is the corporate seal of said
corporation, that said instrument was signed and sealed on
behalf of said corporation by authority of its Board of
Directors, and he acknowledged that the execution of the
foregoing instrument was the free act and deed of said
corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF ILLINOIS,)
COUNTY OF COOK,) ss.:
)

On this day of November 1974, before me
personally appeared , to me
personally known, who being by me duly sworn, says that he
is of NORTH AMERICAN CAR CORPORATION,
that one of the seals affixed to the foregoing instrument is
the corporate seal of said corporation, that said instrument
was signed and sealed on behalf of said corporation by
authority of its Board of Directors, and he acknowledged
that the execution of the foregoing instrument was the
free act and deed of said corporation.

Notary Public

[Notarial Seal]


My Commission expires

WRITTEN CONSENT

First Security Bank of Utah, as Agent under a Finance Agreement dated as of March 1, 1974, with North American Car Corporation (hereinafter called the Lessee), Crocker National Bank and the parties named in Schedule A thereto (hereinafter called the Finance Agreement), and as Assignee under an Agreement and Assignment dated as of March 1, 1974, with the Lessee and under an Assignment of Lease and Agreement dated as of March 1, 1974, with CFSC Leasing Corporation (hereinafter called the Lessor), hereby gives its written consent to the Amendment Agreement dated as of November 1, 1974, between the Lessee and the Lessor, with respect to the Lease of Railroad Equipment dated as of March 1, 1974, between the Lessee and the Lessor, in the form to which this consent is attached.

FIRST SECURITY BANK OF UTAH,
as Agent,

by



Title: Authorized Officer

Date: 11/13/74

(Corporate Seal)

Attest:



Title: ASST. TRUST OFFICER